

REQUEST FOR PURCHASE IN EXCESS OF \$20,000/CHANGE ORDER



To: Mayor and City Council

Agenda Item #: IV.G.

From: Joe Abood
Braemar Golf Course General Manager

The Recommended Bid is

- ☐ Within Budget
☒ Not Within Budget

Date: June 17, 2015

Subject: Request for Purchase - Braemar Master Plan – Golf Course Design Services, Richard Mandell Golf Architecture

Date Bid Opened or Quote Received:
June 5, 2015

Bid or Expiration Date:
N/A

Company:
Richard Mandell Golf Architecture
P.O. Box 1119
Pinehurst, NC 28370

Amount of Quote or Bid:
\$395,000

Recommended Quote or Bid:
Richard Mandell Golf Architecture
\$395,000 w/ alternate IV

Information / Background:

At the June 2, 2015 Edina City Council meeting, City Council directed staff to enter into contract negotiations with Richard Mandell Golf Architecture (RMGA) to provide design and construction documents and to oversee bid and construction administration for a renovated 18-hole golf course on the current Braemar Golf Course property.

Mandell's firm was unanimously chosen by the Task Force due to his particular understanding of the project, substantial municipal experience, quality of his team and his overall project approach. RMGA has completed 35 renovation projects since 1992, of which a considerable number of those were municipal facilities. Most recently, Mandell completed a three-year renovation of the historic Keller Golf Course in Ramsey County, Minnesota.

RMGA has proposed to provide these professional services to the City of Edina for Braemar Golf Course at 6.25% of the total project not to exceed \$395,000. The RMGA proposal is attached. Staff is requesting that City Council approve this proposal and then enter into an agreement with RMGA.

City Attorney, Roger Knutson, has reviewed, drafted and approved a contract with RMGA.

Master Plan History

At the March 18, 2014 City Council meeting the council approved a motion to immediately start the master plan for Braemar Golf Course with funding from the Braemar Memorial Fund.

At the April 22, 2014 City Council meeting the council passed a motion to form a Braemar Master Plan Task Force to begin the Braemar master planning process.

At the June 17, 2014 City Council meeting the council approved the selection of the Braemar Master Plan Task Force appointments. Rick Ites, Pacy Erck, Joseph Hulbert, Dick Brozic and Paul Presthus were selected by an application and interview process as well as Brenda McCormick and David Deeds who were appointed by the Park Board. The task force has been meeting on a weekly basis since July 2014. Rick Ites was selected as the chairperson to lead the Master Plan Task Force through the process.

On July 28, 2014 the Request for Proposal for a golf course architect for the Braemar Golf Course Master Plan was advertised.

On August 22, 2014 twenty-eight (28) consultants from all over the country submitted proposals in response to the Braemar Master Plan RFP. Of the 28, five were selected by staff to be interviewed and evaluated by the Task Force.

In August 2015 an NGF - GolfSAT Survey was conducted. There were 739 Braemar Golf Course patron responses. This survey helped structure the Master Plan Task Force objectives and mission statement.

Master Plan Task Force - Architectural design interviews were conducted Sept. 8 - 10, 2014.

At the Sept. 16, 2014 City Council meeting Richard Mandell Golf Architecture Consulting Services was selected to complete the Master Plan at Braemar Golf Course.

In October 2014 Mandell conducted multiple site walks with community residents (over 75 residents participated), environmental agencies and the Master Plan Task Force as well as held an open house to gather feedback for the Master Plan.

In January 2015 Mandell once again met with community residents (over 100 residents participated), environmental agencies and the Master Plan Task Force to discuss preliminary concepts for the future of the Braemar Golf facility.

Jan. 13, 2015 - Mandell presented the Park Board preliminary concepts for consideration.

Feb. 17, 2015 - Mandell presented City Council preliminary concepts for consideration.

April 14, 2015 - Mandell submitted the final Renovation Business Plan for Task Force and staff review.

May 6, 2015 - Master Plan work session with City Council, Park Board, staff and Master Plan Task Force.

May 12, 2015 - Staff made a recommendation of Option #5 of the RMGA Renovation Business Plan to the

Park Board. The Park Board voted unanimously in favor of the staff recommendation.

June 2, 2015 – Staff made a recommendation of Option #5 of the RMGA Renovation Business Plan to the City Council. The City Council directed staff to enter into contract negotiations with RMGA to provide design and construction documents and to oversee bid and construction administration for a renovated 18-hole golf course on the current Braemar Golf Course property. They also directed staff to enter into contract negotiations with Short Elliott Hendrickson Inc. (SEH) to complete the wetland and water resource services for the proposed golf course modifications. These include wetland delineations, wetland permitting, wetland mitigation design and Watershed District's requirements.

Attachments:

Golf Course Design Services Proposal
Professional Services Agreement

Braemar Golf Course

Edina, Minnesota



GOLF COURSE DESIGN SERVICES PROPOSAL

18 - HOLE GOLF COURSE PROJECT

PREPARED FOR: CITY OF EDINA, MINNESOTA

REVISED: JUNE 5, 2015

M R I C H A R D
M A N D E L L
GOLF ARCHITECTURE

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R I C H A R D
M A N D E L L
G O L F A R C H I T E C T U R E

DESIGN SERVICES PROPOSAL GOLF COURSE ARCHITECTURE SERVICES

RMGA Inc., d/b/a Richard Mandell Golf Architecture (hereinafter RMGA), with its offices located in Pinehurst, North Carolina proposes the following services to the City of Edina, Minnesota (hereinafter City) on Friday, June 5, 2015:

To design and produce construction documents, and oversee bid and construction administration for a new eighteen hole golf course on the current Braemar Golf Course property.



TRADITION ♦ ENJOYMENT ♦ CHARACTER ♦ PASSION

I. RMGA's UNDERSTANDING OF THE PROJECT

It is Richard Mandell Golf Architecture's understanding that the City of Edina would like to design a new eighteen hole golf course on the current Braemar Golf Course site based upon the alternative design concepts previously completed by RMGA for the City (under separate contract) and direction provided by the City Council.

The golf course will not include any building design nor the practice facilities and new executive course which is currently being undertaken by others under separate contract. This proposal includes additional short-game practice facilities on available land but does not include a practice hole loop on available land (which is considered an expanded scope of additional work and will require a revision to this proposal).

This proposal also does not include any Civil Engineering work but does include all necessary irrigation design provided by EC Design who will act as a subcontractor under RMGA. EC Design is led by principal Erik Christiansen.

II. GOLF COURSE ARCHITECTURAL SERVICES:

A. PHASE I: DESIGN DEVELOPMENT DOCUMENTS

1. PREDESIGN MEETINGS AND FIELD INVESTIGATIONS - COMPLETED

RMGA shall visit the site for first hand familiarization, confirm the scope of the project and assist in program development through attending and conducting project meetings and interviews; making field inspections; investigating area standards and planning criteria; reviewing reports, surveys, and other data; and work with other design team members.

Site evaluation will be necessary to determine site constraints, environmental constraints, tidal and non-tidal wetlands, and other sensitive areas regulated by State and Federal authorities that may impact the golf course. This establishes the golf course development envelope. Additional design constraints related to engineering, construction, tertiary and other waters, and site access will also be evaluated.

2. SOIL ANALYSIS AND WATER TABLE LEVEL VERIFICATION - COMPLETED

Suitable soil profiles may be required from the City's geotechnical consultant to confirm depth and quality of topsoil, and composition of subsoil to a depth of 10 feet. Soil data is necessary to confirm suitability of available topsoil, grassing, and conditioning requirements. Additionally, subsoil need to be confirmed to be suitable for earthwork.

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3. FINAL WETLAND DELINEATION - TO BE COMPLETED BY OTHERS UNDER SEPARATE CONTRACT

There are approximately 73 acres of wetland on the 27-hole portion of the Braemar Park golf course property. Detailed wetland evaluations, including boundary delineations and functions and values assessments, must be conducted for the wetlands, with the exception of approximately 4.6 acres which were delineated and assessed in 2012 and determined to be Medium Value wetlands with regard to the NMCWD buffer requirements. An additional 6.3 acre MN Public Water wetland, which is regulated by the MN DNR, was also assessed as a Medium Value wetland. Approximately 8.4 acres are mitigated wetlands required by the USACE in association with the addition of the Clunie nine.

There are an additional 5 acres of delineated medium value wetlands within the driving range and nine-hole executive course portion of the park which is *NOT* part of this Proposal. That acreage has been delineated as medium value by a consultant specializing in wetland delineation.

4. CONTOUR TOPOGRAPHY OF THE PROPOSED SITE - COMPLETED

Contour topography shall be provided by the City in a digital format specified by RMGA with 6 inch accuracy. Essentially flat sites should be contoured at 1' intervals. Hilly sites may be contoured at 2' intervals. Data shall include all ponded water and other waterways, vegetation including brush and drip line of all existing trees, rock outcrops, fences, trails, spot elevations in heavily wooded areas, roads, and structures.

Grades and lines of streets shall also be designated, along with pavements and adjoining properties. A description of rights of way, restrictions, easements, boundaries, and contours of all building sites is further required. Accurate topography and property description is necessary for accurate construction drawings, including earthwork volume computations. RMGA will compile the digital data into a topographic base sheet. Data will be compiled digitally and reproduced in hard copy. Refer to Exhibit "A" for detailed topographical map guidelines.

5. FINAL MASTER PLAN DEVELOPMENT DOCUMENT PREPARATION

RMGA shall provide services necessary to prepare preliminary drawings to finalize the proposed design. RMGA shall provide all necessary preliminary design proposals and alternatives, and identify problems that need to be reviewed and addressed by the City. A final master plan shall be presented showing all designed features including but not limited to: Tee and green locations and shapes, bunkers, scorecard, water features and other hazard locations and shapes. Also included will be a line-item construction estimate.

The proposed master plan shall be reviewed with the City to receive authorization to proceed with the design development/construction

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documents phases. This proposal assumes that minor adjustments may be required as a result of the review meeting. Upon approval by City, RMGA shall prepare a final Illustrative Master Plan for the golf course showing all designed features including but not limited to: Tee and green locations and shapes, bunkers, scorecard, water features and other hazard locations and shapes.

Upon receipt of proper topographical and soils information, the complete preliminary phase usually takes 30 days and can be undertaken in conjunction with final wetland delineations. This proposal assumes minor modifications will be necessary upon receipt of final wetland delineation.

6. IRRIGATION SCHEMATIC DESIGN SHOWING:

- a. Review Existing Documentation.
- b. Computer Generated Data Base - AutoCAD
- c. New Pump Station & Water Source Analysis
- d. Hydraulic Piping Calculations
- e. Irrigation Product Application and Analysis
- f. Preliminary Budgetary Costs
- g. Client Interviews & Input

Upon approval of the Master Plan by the City, RMGA shall provide all necessary services to prepare Design Development Documents and **provide the documents to a local civil engineer for permit approval under separate contract with City.**

The detailed drawings shall be an extension of items in the approved Master Plan. Necessary drawings for construction permit approval will be provided as well as appearances on the City's behalf at meetings leading to approval of the project. The following is a typical list of construction drawings provided by RMGA within this phase:

7. ILLUSTRATIVE MASTER PLAN SHOWING ENTIRE COURSE LAYOUT INCLUDING:

- a. Golf course entrance.
- b. Clubhouse area (this is a designation of the clubhouse site and does not include a detailed plan of the clubhouse area or of the clubhouse building(s)).
- c. Golf Holes.
 1. Tee, fairway and green locations, shapes, and sizes.
 2. Bunker locations, shapes, and sizes.
 3. Mounds, grass bunkers, and other feature shaping.
- d. Pond locations, shapes, and sizes.
- e. Road and development layout.
- f. Maintenance area (this is a designation of the maintenance site and does not include a detailed plan of the maintenance area or of the maintenance building(s)).
- g. Scorecard.

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8. EARTHWORK GRADING PLANS SHOWING:

- a. Overall grading plan showing proposed contours for each hole and their relationship to each other and existing contours.
- b. Plan showing approximate cut & fill areas with earthwork quantities for each area as well as total earthwork figures for the entire site.
- c. All applicable notes and details.

9. CONCEPTUAL DRAINAGE PLAN SHOWING:

- a. Proposed drainage modifications at an appropriate scale including a network of related internal drainage pipes and surface drainage.
- b. Pipe locations and types
- c. Catch basin locations and types
- d. Open drainage swales and other appurtenances.
- e. All applicable drainage details and notes.

NOTE: The above drainage plan does NOT include final pipe sizing and storm water management. Specific Storm Water Management (including final pipe sizing) must be done by a local civil engineer under separate contract.

NOTE: RMGA's experience has shown that projects of this scale typically require the following drawings for specific permit approvals. These drawings shall be completed by a sub-consultant or supplier and are NOT part of this proposal:

10. EROSION AND SEDIMENTATION CONTROL PLAN

11. STORM WATER MANAGEMENT PLAN

12. IRRIGATION DESIGN DEVELOPMENT DRAWINGS SHOWING:

- a. Schematic Irrigation Design Refinement
- b. Project Manual/Outline & Specifications
- c. Budgetary Cost Revision

B. CONSTRUCTION DOCUMENTS

Upon completion of the permit process, RMGA shall provide all necessary services to prepare necessary detailed construction documents for the golf course along with details and complete specifications appropriate for the construction bidding process. The detailed drawings shall all be an extension of the approved master plan and design development document phases and resulting permit process. The following is a typical list of construction drawings provided by RMGA within this phase:

1. FINAL EARTHWORK GRADING PLANS SHOWING:

- a. Overall grading plan showing proposed contours for each hole and their relationship to each other and existing contours.
- b. Plan showing approximate cut & fill areas with earthwork quantities for each area. Drawing will include total figures for the entire site.
- c. All applicable notes and details.

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2. INDIVIDUAL GOLF HOLE GRADING PLANS SHOWING:

- Tee, green, and bunker locations, shapes, sizes, and elevations.
- Proposed contours for each hole.
- Fairway lines.
- Pond locations, shapes, sizes with water level elevations and bottom of pond elevations.
- Other feature shaping including mounding, grass bunkers, etc.
- Limits of work.
- Golf course boundaries.
- Other appurtenances including retaining walls, bridges, cart paths, waste bunkers, etc.
- All applicable details and notes.

3. GREEN GRADING PLANS SHOWING:

- Green outline and surrounding features (including sand bunkers, grass hollows, etc.) with appropriate shapes and sizes.
- Proposed one foot contours for entire green complex.
- Green Staking Plan showing green outline and distances from centerpoint of green every 20 degrees.
- Applicable section lines.

4. STAKING PLAN SHOWING:

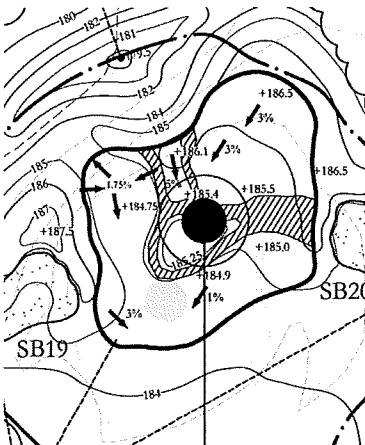
- Tee center stakes.
- Landing area center stakes.
- Green center stakes.
- Other golf course feature center stakes.
- Centerlines.
- Golf course corridors (or envelope).
- Applicable distances to golf features from centerlines.
- Typical staking details and applicable notes.

5. CLEARING PLAN SHOWING:

- Limits of work.
- Specimen trees to be saved.
- First phase clearing limits showing distance in feet from centerline at fifty foot intervals from tee to green.
- Selective clearing limits (Beyond first phase limits).
- Golf course boundary.
- Typical clearing detail and applicable notes.

6. ILLUSTRATIVE MASTER PLAN SHOWING ENTIRE COURSE LAYOUT INCLUDING:

- Golf course entrance.
- Clubhouse area.
- Golf Holes.
 - Tee, fairway and green locations, shapes, and sizes.
 - Bunker locations, shapes, and sizes.
 - Mounds, grass bunkers, and other feature shaping.
- Pond locations, shapes, and sizes.
- Road and development layout.



- f. Maintenance area.
- g. Scorecard.

7. GRASSING PLAN SHOWING:

- a. Specified areas to be grassed with specific grasses.
- b. Grassing details with all applicable notes.

8. TECHNICAL SPECIFICATIONS, BID & CONSTRUCTION DOCUMENTS INCLUDING:

- a. Invitation for Bids, Instructions to Bidders, Bid Form, Non-Collusion Form, Bid Bond Form, Bidder's Qualifications Statement, Performance and Payment Bond Form, etc.
- b. General Conditions.
- c. Special Conditions.
- d. Technical Specifications.

9. FINAL IRRIGATION PLANS

- a. Final Diagrammatic Construction Documents & Specifications
- b. Pump Plant With Technical Drawings*

NOTE: City's Engineer will be responsible for all structural and electrical/mechanical engineering for Pump Plant if required.

III. BID ADMINISTRATION

RMGA shall make available to prospective construction bidders (at a cost to each bidder) a complete set of bid package construction documents. RMGA shall also provide those services relating to the answering of questions and prepare any necessary addendum, clarifications, and notices of any change in the bidding procedures. RMGA shall assist the City in responding to all questions concerning the bid documents. Construction bids shall be evaluated and recommendations on award of the contract shall be provided to the City.

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**IV. CONSTRUCTION ADMINISTRATION & VALUE ENGINEERING -
ALTERNATE**

Throughout the construction phase, RMGA shall provide assistance during the implementation of the improvements including, but not limited to, **BI-MONTHLY** construction inspections to inspect the Contractor's work, monitor the progress and quality of the work, and make determinations if the work is proceeding in accordance with the construction documents. Each visit may range in the number of days based upon the point of construction. If required, RMGA shall provide recommendations to the City concerning any deviations from the contract documents.

The golf course architect shall inspect the grading of the golf course features, inspection of the turf and irrigation, as-built documentation of the irrigation and facilities, and other necessary reviews to monitor the progress of the project at critical construction points.

Each site visit will be documented in a detailed site visit report provided to all project principals, design team members, and the contractor.

RMGA shall coordinate the Construction Administration with the City and provide a detailed final inspection for conformity to the contract documents. At this time, a punch list recording all missing or incomplete items shall be prepared. At the close of a grow-in period for the turf, irrigation, and landscaping, the golf course architect shall conduct a detailed site inspection with the City and, if necessary, assist the City in providing a punch list to the Contractor.

Irrigation services will be included throughout the construction process:

1. IRRIGATION CONSTRUCTION OBSERVATION:

- a. Irrigation Construction Staking
- b. Project Meetings & Inspections
- c. Follow Up Site Observation & Memos
- d. Final Walk through, Punch Sheet & Exception of Project

2. POST CONSTRUCTION SERVICES:

- a. Project Close Out
- b. Maintenance Procedures
- c. Central Programming

3. GPS MAPPING SERVICES-BASE FEATURES:

- a. Precision Mapping and Square Footage Calculations of the Following Areas – as available:
 1. Greens
 2. Tees
 3. Fairways
 4. Bunkers
 5. Lakes

- b. Precision Mapping and Linear Distance Calculations of the Following:
 1. Creek Edges*
 2. Cart Path Center Lines

***Only water features that are easily accessible and either in-play or integral part of the Irrigation System shall be mapped.**

- c. Precision Mapping of the following General Locations – as available:
 1. Club House Grounds
 2. Maintenance Compound
 3. Pump House
 4. Bridges
- d. Precision Mapping of Irrigation Components:
 1. Power Supplies
 2. Central Location
 3. Satellite Controllers
 4. Sprinkler Heads
 5. Quick Coupling Valves
 6. Isolation Valves

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*All locations must be located and flagged by the City prior to collection of those points by EC Design.

- e. Precision Mapping of Irrigation Piping & Wiring:
 - 1. Irrigation main line pipe routing
 - 2. Irrigation lateral line pipe routing
 - 3. Irrigation power wiring routing
 - 4. Irrigation communication cable routing – as applicable
- f. Provide GPS Information in the following Formats:
 - 1. 1 full color mechanical feature drawing on white bonded paper
 - 2. 1 black-line reproducible sepia drawing
 - 3. 1 full color square footage designation drawing
 - 4. 2 printed copies of area square footage listing in table format
 - 5. Complete listing of GPS point positions and area square footages in Excel format.
 - 6. Copy of drawing files in both AutoCAD and .dxf format on digital media.
- g. All piping to have size indicated at each change from one size to another.
- h. All power wire to have size indicated at each change from one size to another.
- i. Communication wire routing to be identified separately from other wiring – as applicable.

Value Engineering. Value engineering is a standard component of all design procedures undertaken by RMGA. RMGA will provide additional design revisions (with applicable drawings) as well as updated analysis and design recommendations throughout the life of the project.

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V. PROPOSED DESIGN PROCESS TIMETABLE

The following project timetable (based on a June 18, 2015 starting date) is for the above referenced eighteen hole project for the City of Edina:

| | |
|---|---------------------------|
| A. FINALIZE MASTER PLAN: | 6/18/15 - 6/30/15 |
| B. DESIGN DEVELOPMENT DOCUMENTS: | 7/1/15 - 9/30/15 |
| C. PERMIT PROCESS: | 10/1/15 - 12/31/16 |
| D. FINAL CONSTRUCTION DOCUMENTS: | 1/1/16 - 3/30/16 |
| E. BID PROCESS: | 4/1/16 - 5/15/16 |
| F. CONSTRUCTION START DATE: | 10/1/16 OR 3/1/17 |
| G. CONSTRUCTION COMPLETION DATE: | 10/1/17 |
| H. POSSIBLE SOFT OPENING DATE: | 7/1/18 |

*Bid Process and Construction Dates are at the discretion of the City.

VI. FEE STRUCTURE FOR GOLF COURSE ARCHITECTURE SERVICES

RMGA's golf architecture fees (6.25%) are based upon an initial budget of \$6,350,000.00 and are within the design industry standard of 6% - 10% for golf course construction fees. These fees are fixed regardless of any change in construction costs and will not change based upon field adjustments. Only if the scope of the work changes (an additional nine holes) will design fees change. Fee schedule is based upon Proposed Design Process Timetable above (Section V).

A. PHASE I - DESIGN DEVELOPMENT DOCUMENTS & PERMIT PROCESS

1. \$35,000.00 retainer fee to be paid upon signing of this proposal.
2. \$40,000.00 to be paid for Phase I to be paid on August 1, 2015.
3. \$40,000.00 to be paid for Phase I to be paid on September 1, 2015.
4. \$40,000.00 for Phase I to be paid on October 1, 2015.
5. \$40,000.00 for Phase I to be paid within thirty (30) days on December 31, 2015 or after receipt of final permit approvals, whichever comes first.

TOTAL FEE FOR PHASE I - \$195,000.00

B. PHASE II - CONSTRUCTION DOCUMENTS

1. \$40,000.00 to be paid for Phase II to be paid on February 1, 2016.
2. \$40,000.00 to be paid for Phase II to be paid on March 1, 2016.
3. \$40,000.00 for Phase II to be paid on April 1, 2016.

TOTAL FEE FOR PHASE II - \$120,000.00

C. PHASE III - BID ADMINISTRATION

1. \$30,000.00 to be paid on or before thirty (30) days from the date when Bid Process is complete.

TOTAL FEE FOR PHASE III - \$30,000.00

D. PHASE IV - CONSTRUCTION ADMINISTRATION - **ALTERNATE**

1. \$25,000.00 due on or before thirty (30) days from the date when golf course shaping is 50% complete.
2. \$25,000.00 due on or before thirty (30) days from the date the golf course shaping is 100% complete.

TOTAL FEE FOR PHASE IV - \$50,000.00

PHASE I TOTAL: \$195,000.00

PHASE II TOTAL: \$120,000.00

PHASE III TOTAL: \$ 30,000.00

PHASE IV TOTAL: \$ 50,000.00 - **ALTERNATE**

TOTAL FEES \$395,000.00

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VII. OTHER FEE CONSIDERATIONS

- A. Actual Reimbursable Expenses: Actual Reimbursable Expenses are actual expenses incurred by RMGA for this project, including copies and other production costs, postage and delivery charges, and accommodations.

ALL TRAVEL EXPENSES ARE INCLUDED IN THE ABOVE FEES.

- B. RMGA Standard Plotting Fees. In-house plotting provides significant savings for our clients:

| | |
|--|-------------|
| 1. Black & white plot on 24-lb Inkjet Bond Paper | \$ 0.30 /sf |
| 2. Black & white plot on 46-lb Premium Coated Bond Paper | \$ 0.60 /sf |
| 3. Color plot on 24-lb Inkjet Bond Paper | \$ 2.00 /sf |
| 4. Color plot on 46-lb Premium Coated Bond Paper | \$ 4.00 /sf |

- C. Standard billing rates for any additional services not included in this proposal will be billed at a rate of \$125.00 per hour.

- D. Permit or approval requirements for the golf course project from all regulatory and non-regulatory agencies shall be addressed and implemented by RMGA. Applicable permit fees are not included as part of this agreement and are to be paid by City.

- E. If outside agencies are employed for evaluation data such as soils studies, hydrological information, irrigation considerations, or wetlands delineation and other information, RMGA will seek authorization in writing from the City to contract for these services at the City's expense.

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VIII. ADDITIONAL CONDITIONS

- A. The costs indicated herein are quoted for a period of six months from the date of the proposal, after which they are subject to renegotiation.
- B. Bills are due and payable within thirty (30) days of receipt. RMGA will charge a 1 ½% per month finance charge on unpaid balances past due fifteen days, which is an annual percentage of 18%, until the stated balance is paid in full.
- C. The City of Edina is responsible for payment in full. Arrangements to share costs with others and subsequent collection of the same are the full responsibility of the City of Edina.
- D. All accounts over 30 days past due shall be subject to collection procedures. The City shall be responsible for all costs of collection, including post-judgment procedures, including all court costs and attorney's fees.
- E. This Agreement shall be governed by and constructed in accordance with the laws of the State of Minnesota. RMGA shall prepare all work in accordance with Federal, State and Local requirements in effect at the time.
- F. RMGA shall comply in every respect with all applicable federal, state and local laws, ordinances, regulations and building and construction codes. If any of the

construction drawings are at variance with such laws, ordinances, regulations and building and construction codes, RMGA shall notify the City promptly upon discovery of such variance and revise accordingly.

G. RESPONSIBILITIES OF CITY

1. City agrees to furnish to RMGA for the architectural design purpose, at City's expense, a complete and accurate topographical survey of the Property in a digital format with six inch accuracy at a contour interval mutually agreed upon. Essentially flat sites should be contoured at 1' intervals. Hilly sites may be contoured at 2' intervals.
2. In addition, City shall be responsible to furnish to RMGA, at City's expense, complete information as to soil borings or test pits, chemical, mechanical or other tests, and availability of sewer, water, gas and electrical services. Further, if requested by RMGA, City agrees to furnish an aerial photograph of the entire site selected for the golf course, at a scale corresponding to the aforementioned topographic materials.

H. PROMOTIONAL UNDERTAKING

1. Within reason, RMGA agrees to cooperate with City in any initial promotional undertaking by City in announcing or publicizing the golf course project. This may include providing tours to prospective golfers, members, and homeowners, etc. during construction.
2. Further, RMGA's name may be used by City in all publicity purposes regarding the golf course project provided that all references and representations made by City with regard to the design of the golf course shall be accurate. All press release information regarding the design of the golf course shall be confirmed by RMGA prior to release. City agrees to take all reasonable and necessary steps to avoid, or rectify, any errors with respect to such identification.
3. City agrees to allow placement of a sign during construction announcing that RMGA renovated said golf course. The sign shall also display the Richard Mandell Golf Architecture name, address, phone information, and logo on site at a location mutually agreed upon. Costs for the sign are solely RMGA's responsibility.
4. RMGA requests that all the golf course score cards and bag tags shall include an acknowledgment that Richard Mandell Golf Architecture renovated said course. It shall be agreed by City that RMGA may, for any lawful purpose, get use of views, or photographs thereof, of the golf course, or any portion thereof. Also, RMGA principals and guests shall be granted complimentary playing privileges at said golf course within reasonable requests.
5. In any event, i.e., whether or not payment in full hereunder is received by RMGA, all design concepts and methodology furnished by this

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Agreement are proprietary in nature and shall at all times remain the sole property of RMGA.

In witness whereof, the parties hereto have caused this Agreement to be executed, under seal, by its duly authorized officers as of this day and year first above written.

By: _____

Authorized Representative
City of Edina, Minnesota

By: _____

Mr. Richard Mandell, President
RMGA Inc., d/b/a
Richard Mandell Golf Architecture
Associate ASGCA, RLA, ISACA

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PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this _____ day of _____, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **RMGA, INC., d/b/a RICHARD MANDELL GOLF ARCHITECTURE**, a North Carolina corporation ("RMGA").

IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** The City retains RMGA to provide golf course design services in accordance with the Contract Documents.

2. **CONTRACT DOCUMENTS.** The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Professional Services Agreement.
- B. Golf Course Design Services Proposal dated June 5, 2015, prepared by RMGA ("Proposal").

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts. Contract Document "A" has the first priority and Contract Document "B" has the last priority.

3. **COMPENSATION.** RMGA shall be paid by the City for the services described in the Contract Documents a fixed not to exceed fee inclusive of reimbursable expenses of \$345,000.00 or \$395,000.00 if the City elects to add Phase IV – Construction Administration –Alternate . The not to exceed fee shall not be adjusted if the estimated hours to perform a task, the number of required meetings, or any other estimate or assumption is exceeded. Payment to RMGA shall be paid in accordance with the schedule in the Proposal.

4. **DOCUMENT OWNERSHIP.** All reports, plans, models, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes.

5. **CHANGE ORDERS.** All change orders, regardless of amount, must be approved in advance and in writing by the City. No payment will be due or made for work done in advance of such approval.

6. **COMPLIANCE WITH LAWS AND REGULATIONS.** In providing services hereunder, RMGA shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

7. **STANDARD OF CARE.** RMGA shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by professionals

under similar circumstances. City shall not be responsible for discovering deficiencies in the accuracy of RMGA's services.

8. INDEMNIFICATION. RMGA shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the services provided for herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

9. INSURANCE. RMGA shall secure and maintain such insurance as will protect RMGA from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

| | |
|------------------------------|---------------------------------------|
| Commercial General Liability | \$1,000,000 each occurrence/aggregate |
| Automobile Liability | \$1,000,000 combined single limit |
| Professional Liability | \$1,000,000 each occurrence/aggregate |

The City shall be named as an additional insured on the general liability policy on a primary and non-contributory basis. Before commencing work RMGA shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

10. INDEPENDENT CONTRACTOR. The City hereby retains RMGA as an independent contractor upon the terms and conditions set forth in this Agreement. RMGA is not an employee of the City and is free to contract with other entities as provided herein. RMGA shall be responsible for selecting the means and methods of performing the work. RMGA shall furnish any and all supplies, equipment, and incidentals necessary for RMGA's performance under this Agreement. City and RMGA agree that RMGA shall not at any time or in any manner represent that RMGA or any of RMGA's agents or employees are in any manner agents or employees of the City. RMGA shall be exclusively responsible under this Agreement for RMGA's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

11. SUBCONTRACTORS. RMGA shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. . RMGA shall comply with Minnesota Statute § 471.425. RMGA must pay subcontractor for all undisputed services provided by subcontractor within ten days of RMGA's receipt of payment from City. RMGA must pay interest of 1.5 percent per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

12. CONTROLLING LAW/VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Hennepin County

13. MINNESOTA GOVERNMENT DATA PRACTICES ACT. RMGA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by RMGA pursuant to this Agreement. RMGA is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event RMGA receives a request to release data, RMGA must immediately notify City. City will give RMGA instructions concerning the release of the data to the requesting party before the data is released. RMGA agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from RMGA's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

14. COPYRIGHT. RMGA shall defend actions or claims charging infringement of any copyright or software license by reason of the use or adoption of any software, designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting therefrom.

15. PATENTED DEVICES, MATERIALS AND PROCESSES. If the Contract requires, or the RMGA desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, RMGA shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the City. If no such agreement is made or filed as noted, RMGA shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend the City for any costs, liability, expenses and attorney's fees that result from any such infringement.

16. ASSIGNMENT. Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.

17. WAIVER. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

18. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

19. TERMINATION. This Agreement may be terminated by the City for any reason or for convenience upon written notice to RMGA. In the event of termination, the City shall be obligated to RMGA for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination.

Dated: _____, 2015.

CITY OF EDINA

BY: _____
James Hovland, Mayor

BY: _____
Scott Neal, City Manager

Dated: _____, 2015.

**RMGA, INC.,
d/b/a RICHARD MANDELL GOLF
ARCHITECTURE**

BY: _____
Richard E. Mandell

Its: _____